

Project No: Various (see Exhibit __ **A-1**__)

Project Name: Various (see Exhibit __**A-1**__) **DRAFT**

***20**

AMENDMENT No. 1 TO AGREEMENT
FOR CONSULTATION AND OTHER SERVICES

This Amendment is entered into this **17th day of April 2007**, by and between the City of Milpitas Redevelopment Agency, a public agency (hereafter referred to as "CITY") and Swinerton Management & Consulting, Inc. (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an Agreement for Project management and construction management services for various Capital Improvement Projects, on February 7, 2006; and

WHEREAS, the parties desire to amend the Agreement to allow CONSULTANT to provide additional project management and construction management services for Various additional Capital Improvement Projects;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. The first sentence in Subsection 1.1, entitled "Term of Services" is amended to read:

The term of this Agreement shall begin on the date first noted above and shall end on **April 1, 2009**.

2. Section 1, entitled "Services" is amended by adding Exhibit "**A-1**", which is attached hereto and incorporated by reference herein.
3. Section 2, entitled " Compensation " is amended to add Exhibit "**B-1**", which is attached hereto and incorporated by reference herein. Section 2 is further amended by adding the following to the end of the Section:

The compensation for the services set forth for this amendment, in Exhibit "**B-1**" is a "not to exceed" amount of **\$700,000**. The total maximum amount of compensation (original agreement and this amendment) to be paid for tasks outlined in Exhibits "**B**" and "**B-1**" shall not exceed **\$1,580,000**.

4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated **February 8, 2006**, between Swinerton Management & Consulting and the City. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.

5. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date written above.

APPROVED BY:

CITY OF MILPITAS

Swinerton Management & Consulting
Inc.

APPROVED AS TO CONTENT:

Greg Armendariz
Public Works Director/City Engineer

APPROVED AS TO FORM:

Steven T. Mattas
City Attorney/Agency Counsel

Thomas C. Williams
City Manager/Executive Director

ATTESTED BY:

City Clerk

EXHIBIT A - 1

(SCOPE OF CONSULTANT'S DUTIES AND SERVICES)

(task numbering continued from original agreement)

Task 6 - Berryessa Pump Station (project # 6103)

General management of new pump station improvement start-up testing and approval procedures, project improvement acceptance and project close out. Review and approve operations and maintenance manuals to be provided by the Contractor and work with City Maintenance staff to integrate new improvements into operations.

NTE \$5,000

Task 7 – Main Sewage Pump Station Replacement (project # 6103)

Construction management to include review, tracking and processing of contractor submittals, RFI's, change orders and correspondence. Services also include coordination of construction work with City Maintenance, PG&E, and design consultant. Construction Administration and management will include set-up of project manual and information tracking system, tracking and responding to RFIs, submittals and correspondence, administer construction meetings, coordinate weekly job-site meetings including preparation of agenda and meeting minutes, maintain photographic record of project, review contractor's request for change orders and preparation of approved change orders, assist in the monitoring of inspection services, review and processing of progress payment applications, manage processing of substitution requests, assist in claims analysis and dispute resolution, monitor contractor's submission of certified payroll, coordinate final inspection and development of correction list ("punch list"), prepare notice of completion and track the submission of record drawings, operations manuals, warranties and any spare parts. Review and approval of construction project schedule and monthly updates. Schedule work includes noticing the contractor when schedule delays may or have occurred, and directing the contractor to prepare and implement successful schedule recovery plans. Review construction activities for compliance with the design plans. Prepare and maintain construction documentation and files.

NTE \$400,000

Task 8 - Gibraltar Reservoir & Pump Station (Project #7101)

Project management services for design and construction of the Gibraltar Reservoir and Pump Station improvements. Design Process Support to include development of detailed project budget, schedule and identification and procurement of consultant services. Consultant to assist in management, coordination and monitoring of design and engineering consultants, prepare meeting minutes, identify options and / or requirements for regulatory agency compliance and tracking the resolution of agency requirements. Other tasks to include development and maintaining master project schedules, assist in the review of plans and specifications, assist in coordination of City staff plan review comments, assist City staff in preparation of reports and presentation to Council, City Commissions and neighborhood groups, as required, and assist in the preparation of bid documents. During Bidding, consultant to develop contractor interest in bidding work, coordinate pre-bid walk-throughs, coordinate contract document printing and distribution, maintain plan holders list, assist in the preparation and distribution of RFI and plan addendums, assist in preparation of bid forms and alternates, assist in awarding of project and assist in the issuance of Notice of Intent and complete City standard construction contract with all attachments. Construction Administration to include set-up of project manual and information tracking system, tracking and responding to RFIs, submittals and correspondence, administer pre-construction conference, coordinate weekly job-site meetings including preparation of agenda and meeting minutes, maintain photographic record of project, review contractor's request for change orders and preparation of approved change orders, assist in the monitoring of inspection services, review and processing of progress payment applications, manage processing of substitution requests, assist in claims analysis and dispute resolution, monitor contractor's submission of certified payroll, coordinate final inspection and development of correction list ("punch list"), prepare notice of completion and track the submission of record drawings, operations manuals, warranties and any spare parts.

NTE \$75,000

Task 9 – Highway Interchange Projects (Tasman/I-880 Interchange - #4039; Dixon Landing Rd/I-880 Interchange - #4047; and Hwy 237/I-880 Interchange - #4170)

General management tasks include close out activities involving coordination with Caltrans, on utility relocation of Shell pipeline at Tasman/I-880; Right-of-way transfers at all three locations; PG&E close-out activities at Dixon; landscaping coordination at Tasman and Hwy 237 interchanges; and coordination of final right-of-way mapping and Caltrans approvals.

NTE \$60,000

Task 10 – Venus Sewer Lift Station

Project management services for design and construction Venus Pump Station improvements. Design Process Support to include development of detailed project budget, schedule and identification and procurement of consultant services. Consultant to assist in management, coordination and monitoring of design and engineering consultants, prepare meeting minutes, identify options and / or requirements for regulatory agency compliance and tracking the resolution of agency requirements. Other tasks to include development and maintaining master project schedules, assist in the review of plans and specifications, assist in coordination of City staff plan review comments, assist City staff in preparation of reports and presentation to Council, City Commissions and neighborhood groups, as required, and assist in the preparation of bid documents. During Bidding, consultant to develop contractor interest in bidding work, coordinate pre-bid walk-throughs, coordinate contract document printing and distribution, maintain plan holders list, assist in the preparation and distribution of RFI and plan addendums, assist in preparation of bid forms and alternates, assist in awarding of project and assist in the issuance of Notice of Intent and complete City standard construction contract with all attachments. Construction Administration to include set-up of project manual and information tracking system (ConstructWare), tracking and responding to RFIs, submittals and correspondence, administer pre-construction conference, coordinate weekly job-site meetings including preparation of agenda and meeting minutes, maintain photographic record of project, review contractor's request for change orders and preparation of approved change orders, assist in the monitoring of inspection services, review and processing of progress payment applications, manage processing of substitution requests, assist in claims analysis and dispute resolution, monitor contractor's submission of certified payroll, coordinate final inspection and development of correction list ("punch list"), prepare notice of completion and track the submission of record drawings, operations manuals, warranties and any spare parts.

NTE \$40,000

Task 11– Other Projects as assigned

There are three projects that may or may not be funded in the Capital Improvement Program, over the next two years. These include:

- Great Mall Parkway Sewer Replacement project
- Abbott Ave. Storm Drain Improvements
- Oakcreek Pump Station Improvements
- Other project(s) as assigned

If these projects are funded, the consultants' management work will include project management services for design and construction of these improvements. Consultant to assist in management, coordination and monitoring of design and engineering consultants, prepare meeting minutes, identify options and / or requirements for regulatory agency compliance and tracking the resolution of agency requirements. Other tasks to include development and maintaining master project schedules, assist in the review of plans and specifications, assist in coordination of City staff plan review comments, assist City staff in preparation of reports and presentation to Council, City Commissions and neighborhood groups, as required, and assist in the preparation of bid documents. During Bidding, consultant to develop contractor interest in bidding work, coordinate pre-bid walk-throughs, coordinate contract document printing and distribution, maintain plan holders list, assist in the preparation and distribution of RFI and plan addendums, assist in preparation of bid forms and alternates, assist in awarding of project and assist in the issuance of Notice of Intent and complete City standard construction contract with all attachments. Construction Administration would be added to the Consultants workscope through an additional agreement amendment.

NTE \$80,000

Subtotal NTE	\$650,000
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Reimbursables	NTE	\$ 40,000
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Total Amendment	(includes reimbursables)	NTE	\$ 700,000
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Consultant shall report directly to the City Engineer or his designee for all tasks.

EXHIBIT “B - 1”
Compensation Manner and Amount, Reimbursable,
Estimated Payment Schedule, Hourly Rates

Compensation shall be time and material based on the following Billing Rates and billed monthly in format following the task as listed in Exhibit “A”.

Standard reimbursable expenses shall include approved sub-consultants, standard cell phone, postage, express mail, courier service, business mileage (option of actual fuel cost or IRS rate), parking and tolls, ConstructWare licenses (unless provided by City). Reimbursable expenses will be billed at actual costs plus ten (10) percent.

BILLING RATES (effective June 1, 2007 to May 31, 2008)

Project Admin	\$82
Project Engineer	\$105
Project Manager	\$135
Sen. Project Manager	\$190
CM/ Superintendent (incl. truck)	\$180
Project Executive	\$200
Sen. Estimator / Scheduler	\$165
Senior Project Engineer	\$170